

## Component 2: Define Level of Agencies' Commitment to NR151 Workload

Consider, communicate and document the level of agency (county, state and federal) commitment (staff participation, financial resources, etc) towards NR 151 workload, including but not limited to carrying out the activities under components 3 through 10.

**Question 2:** In addition to documenting its implementation preferences in the LWRM plan, will your County agree to enter into an interagency working agreement, or some other form of documentation, with the DNR and other partners to establish roles and responsibilities that each partner will assume in implementing NR 151?

33 Yes	2 No	26 Unsure
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County	If Yes, describe the type of documentation your county would be comfortable with.
Adams	MOU
Buffalo	Buffalo County LCD would like it to be in a form that will spell how we intend to implement NR151 and what entity would be responsible for each phase of the implementation process.
Burnett	M.O.U.
Chippewa	Formal interagency Memorandum of Understanding between Co/DNR/DATCP. If possible, extend to USDA agencies.
Clark	M.O.U. would be sufficient
Crawford	Most likely an MOU
Dane	(Answered "Yes" and "Unsure"; counted as "Yes" based on comments. Existing agreements are appropriate, but, it depends on the details
Dunn	Either a Cooperative Agreement or Memorandum of Understanding.
Grant	Some type of agreement that spells out staff duties, use of equipment, standards, etc.) (hard copy) Operational or Working Agreement that spells out staff duties such as use of equipment, liability, field models, standards, etc. that will be used in the implementation of the rule. (e-file)
Jackson	Memorandum of Understanding
Juneau	MOU
Kewaunee	An inter-agency agreement would be fine.
Lafayette	Some type of working agreement would be fine. Something that would be amendable or a "living " agreement.
Manitowoc	Memorandum of Understanding
Oconto	Operational Agreements, Technical Provider if necessary.
Ozaukee	MOU
Polk	Some type of working agreement or MOU
Portage	MOU or similar document
Richland	Something very simple
Rock	We are willing to enter into an written working agreement, one that only outlines what is expected of both parties, with the most critical issue being that work load associated with the NR151 will be staff funding dependant.
St. Croix	A cooperative agreement between agencies spelling out roles and responsibilities.

<b>Sauk</b>	A working agreement defining the role of each of the conservation partners signed by all parties.
<b>Taylor</b>	We are currently in the process of developing an Operational Agreement with USDA-NRCS. If there is consensus that implementation of the performance standards and prohibitions is a priority in our LWRMP revision process, we will most likely pursue some form of a workplan or more formal agreement that outlines the roles and responsibilities that we and our partners will assume in implementing NR-151
<b>Trempealeau</b>	The county will enter into an agreement with DNR specifying what the county shall do to implement nr-151. If DNR determines it to be necessary to enter into agreements with other agencies to implement nr-151, it should feel free to do so.
<b>Vernon</b>	Probably a memorandum of understanding
<b>Vilas</b>	Memorandum of Understanding (MOU) or a working agreement
<b>Walworth</b>	Memo of Understanding (1 <sup>st</sup> hard copy); agree on plan (2 <sup>nd</sup> hard copy)
<b>Washburn</b>	Would prefer to keep things relatively informal. Would simply like to meet and outline capacity of each agency.
<b>Washington</b>	Preferably an MOU, but any documentation that holds cooperating agencies including the DNR accountable to doing what they say they'll do will be sufficient.
<b>Waukesha</b>	We would like to have a signed agreement with the DNR. However, the agricultural components of our efforts are definitely lower priority than the urban. We plan to first work on the storm water ordinance updates, and wait for other counties to "blaze the trail" on implementing the agricultural performance standards. So it may be a few years.
<b>Waupaca</b>	We are comfortable with Memorandum of Agreements
<b>Waushara</b>	Probably a MOU or Operational Agreement similar to the one we entered into with NRCS.

<b>County</b>	<b>If No or Unsure, Please Describe Why.</b>
<b>Ashland, Bayfield, Douglas, Iron</b>	What will this agreement require?
<b>Brown</b>	Brown County will implement state standards that are consistent with existing County Ordinances: Animal Waste Management, Agriculture Shore land Management, Floodplains and Shore lands ordinance provisions related to Buffer Strips. All other work needed to conform to state standards will be conditional upon receiving staff funding from State of Wisconsin unless it is located in an active Priority Watershed Project(with staffing and cost share provided by state) and is an eligible practice
<b>Calumet</b>	In previous meetings on the implementation of NR151, DNR has made it quite clear that it has very limited resources to assist in the implementation of NR151. In Calumet County, USDA-NRCS staff consists of a District Conservationist and a part time (shared by 3 counties) engineering technician. An interagency working agreement will not solve the problems of limited staff or no staff resources in partnering agencies to assist in implementation.
<b>Dodge</b>	It will depend upon the type of document we are asked to sign, and what final language is written with regard to the county and other partners
<b>Door</b>	Appears to be a process/document worthy of consideration. Will participate in discussions and whether we enter into such an agreement or not depends on the outcome of the discussions.
<b>Eau Claire</b>	We are concerned about this being an unfunded mandate. We are concerned about the state fee (ex: stormwater) increasing our fees. We are already doing this work and plan to update our ordinances and object to funding another state staff person to 'oversee' our work.
<b>Fond du Lac</b>	We would have to see what is proposed. What would be binding in the agreement. If compensation is provided. How much documentation and reporting would be expected, etc.
<b>Green</b>	It is hard to estimate the amount of commitment we could supply to this program, when we are maxed out now.
<b>Green Lake</b>	We are still trying to determine our staffing time that would be available.

<b>Iowa</b>	Any agreement would have to be flexible. Will most likely partner, depends on details.(e-file and hard copy comments the same)
<b>Jefferson</b>	We are currently running at capacity.
<b>Kenosha</b>	Kenosha County is uncomfortable with establishing any working agreements until it can be determined the role and responsibility the DNR and DATCP will assume in implementing NR151.
<b>Langlade</b>	(Did not check response, but comments indicat "No") Something the county can't do because of lack of funding and staff..
<b>Marathon</b>	DNR should have responsibility for permitted facilities. We would look to cooperative efforts other water quality areas. We will take the lead with issues addressed by our animal waste ordinance.
<b>Marinette</b>	Everything depends on wording and interpretation. We will have to see and analyze the documents before signing an interagency working agreement. We will not sign an agreement that creates a greater mandated yet unfunded workload.
<b>Marquette</b>	Depends what would need to be done AND.....what we could do with our limited staff.
<b>Monroe</b>	It depends on what the agreement says, what is expected of the county, and what our staff situation is.
<b>Outagamie</b>	We are unsure of the conditions or terms that may be "required" by such agreements. We are not convinced of the need for such agreements as less formal working agreements have served us well to date. We are concerned that our partner State and Federal agencies may not be able or willing to provide the support even if it is spelled out in a more formal agreement. We are aware of the poor history of many interagency agreements in other counties.
<b>Pepin</b>	I would need to know what the partners' roles would be in implementing NR151.
<b>Price</b>	(Answered "No" on hard copy, "Unsure" on e-file-e-file counted).  The track record of working with our partners is ....interesting. Responsibility requires authority and that never comes with the agreements. Nor does adequate funding. Then there are the turf wars, jealousies, etc. to detract from our efforts. I guess show us what you got. We are currently in tax payers/ private land rights revolt battle aspiring to epic proportions. Perhaps the DNR should enforce compliance at the state level.
<b>Racine</b>	Depends on the agreement and other pertinent details.
<b>Rusk</b>	We can't agree to entering into an agreement before we know what's in the agreement.
<b>Winnebago</b>	The 'devil' is always in the details. We will not commit ourselves to signing any agreement until we know exactly what the implications are.
<b>Wood</b>	Will probably do this.

LaCrosse Co.: No submission. New county structure; uncertain how will proceed

Lincoln Co.: No submission, but sent letter. Does not want to commit without additional information about state commitment and funding.

Menomonee Co.: Does not see need for ag performance standards (300 ac. classified as ag use; 0% soil erosion rate.

Pierce Co.: No submission, but sent letter. LCC not able to commit to implementation activities but willing to discuss future role.